AGREEMENT

BETWEEN

THE COLCHESTER BOARD OF EDUCATION

AND

THE COLCHESTER FEDERATION OF EDUCATIONAL PERSONNEL

LOCAL #1303-450 OF COUNCIL 4, AFSCME, AFL-CIO

(OFFICE PROFESSIONALS)

Effective on execution through June 30, 2024

July 30, 2021

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THIS AGREEMENT IS MADE AND ENTERED INTO by and between the Colchester Board of Education of the Town of Colchester (hereinafter referred to as the "Board") and the Colchester Federation of Educational Personnel, Local #1303-450 of Council 4, AFSCME, AFL-CIO (hereinafter referred to as the "Union").

WHEREAS, Connecticut law recognizes the procedure of collective bargaining as a peaceful, fair and orderly way of conducting relations between municipal employees and their employer, and

WHEREAS, the office professionals employed by the Colchester School System selected as their sole representative the Union, resulting in the Union becoming exclusive bargaining representative for all office professionals in the unit, and

WHEREAS, the Board and its designated representatives have met with representatives of the Union and have fully considered and discussed amongst themselves, salary schedules, working conditions, personnel policies and other conditions, relative to employment, it is agreed as follows:

ARTICLE I
RECOGNITION

The Board recognizes the Union as the exclusive bargaining representative for all office professional employees, excluding employees in such classification who work less than twenty (20) hours per week, and excluding the secretary to the Superintendent of Schools, the HR Assistant and all others excluded by MERA, for the purpose of negotiating with respect to salary, fringe benefits and conditions relative to employment.

ARTICLE II
BOARD'S PREROGATIVES

It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the Town of Colchester in all its aspects, including but not limited to the following:

to maintain public elementary and secondary schools and such other educational activities as in its judgment will best serve the interests of the Town of Colchester;

to give the children of Colchester as nearly equal advantages as may be practicable;

to decide the need for school facilities;

to determine the care, maintenance and operation of buildings, lands, apparatus and other property used for school purposes;

to determine the number, age and qualifications of the pupils to be admitted into each school;

to employ, assist and transfer school employees;

to suspend or dismiss school employees in the manner provided by statute or board policy;

to designate the schools which shall be attended by the various children within the Town;

to make such provisions as will enable each child of school age residing in the Town to attend school for the period required by law and provide for the transportation of children wherever it is reasonable and desirable;

to prescribe rules for the management, studies, classification and discipline for the public schools;

decide the textbooks to be used;

to make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefore and to approve plans for school buildings;

to prepare and submit a budget to the Board of Finance and, in its sole discretion, expend monies appropriated by the Town for the maintenance of the schools, and to make transfers of funds within the appropriate budget as it shall deem desirable.

These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of the Agreement. No action taken by the Board with respect to such rights, responsibilities, and prerogatives, other than as there are specific provision herein elsewhere contained, shall be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE III
NON-DISCRIMINATION

The Board agrees to continue its policy of non-discrimination against any employees on the basis of any Federal or State of Connecticut protected class, including race, color, national origin, age, sex or marital status, religion, sexual orientation, ancestry, disability, pregnancy, genetic information, gender identity or expression, veteran status or membership or participation in, or association with, the activities of any employee organization, except in the case of a bona fide occupational qualification. Complaints under this Article are excluded from the grievance arbitration procedure in this contract. (Article VIII Step 3, A)

ARTICLE IV
WORKING CONDITIONS

A. Work Year:

1. The work year for employees will be two hundred and sixty (260) days per year.

B. Work Hours:

1. Employees shall be paid for hours worked. Any work performed above forty (40) hours shall be paid at one and one-half (1½) times the hourly rate.

2. If, in his or her discretion, the Superintendent releases employees early or permits a late start to the work day because of inclement weather or other good cause, such employees shall receive compensation for the hours they were otherwise scheduled to work.

3. The regular work hours for employees will be eight (8) hours per day.

4. Vacancies directly caused by the creation of new positions, death, retirement, resignation or any other severance from employment shall be posted for (5) days on the district's website prior to making an appointment. However, the Board reserves the right to make interim appointments. The senior most qualified applicant to the position shall be appointed. Qualifications shall be determined by the Superintendent, whose judgment shall be final and binding. The Union President shall be notified electronically of all appointments, when filled.

5. The Board may schedule professional development related to position responsibilities for employees and require employees to attend and participate in such sessions. When such required sessions occur beyond the employee's regularly scheduled hours, employees will be compensated.

C. Every employee represented by this Agreement will be given a duty-free lunch period of not less than thirty (30) minutes incorporated within the above designated work day, the scheduling of which is approved by the employee's supervisor.

D. Tentative Assignments:

Employees should be notified in writing of their tentative assignment for the next school year on or about June 1st. Any change(s) made in the table of organization by the Board that leads to the elimination of positions within the bargaining unit shall be subject to discussion with the Union at least two (2) weeks prior to the contemplated change(s).

E. Employee Protection:

The Board shall protect and save harmless any employee from financial loss or expense, including legal fees and costs, if any, arising out of any claim, demand, suite or judgment by reason of alleged negligence or other act resulting in bodily injury to or death to any person or damage to or destruction of property within or without the school building, provided such employee at the time of the occurrence resulting in injury, damage or destruction was acting in the discharge of duties within the scope of employment or under the direction of the Board as set forth in Connecticut General Statutes §10-235. This section is for informational purposes only.

F. Probation:

New employees shall serve a probationary period of seventy-five (75) working days which do not include days missed because of illness or other leave, and shall have no seniority rights, retirement contribution or paid leave (other than sick or bereavement leave) during this period, but shall be subject to all other provisions of this agreement, except the right to grieve any disciplinary matters through the grievance procedure. All employees who have completed the probationary period shall acquire length of service records as of the date of their initial employment as a member of the bargaining unit.

G. Just Cause:

No employee shall be suspended or discharged without just cause. Objections to earlier written or verbal discipline may be raised at the time of suspension or discharge.

ARTICLE V
LEAVES OF ABSENCE

Sick Leave:

Every regular employee will receive sick leave of eighteen (18) days a year the basis of one and one half (1½) days per month accumulated up to one hundred thirty (130) days. Justification of excessive absenteeism may be required by the Director of Human Resources. No more than six (6) sick leave days per year may be used for the care of a member of the immediate family, defined as spouse, parent, brother, sister, child, grandparent, or grandchild. Sick leave must be taken in one-quarter (1/4), one-half (1/2) or full day increments.

Childbirth:

Absence for spouse for birth or adoption of child not to exceed two (2) days in any school year.

Personal Leave:

A. Members of the bargaining unit will be allowed a maximum of four (4) personal days without loss of pay per year. It is understood that all four (4) days are granted only for matters of pressing personal needs which cannot otherwise legitimately be performed

outside the working/teaching day. Personal leave must be taken in one-quarter (1/4), one-half (1/2) or full day increments. The reasons for which personal days are granted are:

1. A death of a close friend or a relative other than those individuals listed below in the section pertaining to bereavement leave.

2. An emergency which arises over which the employee has no control;

3. Legal business;

4. Wedding within the employee's immediate family (immediate family for the purpose of this subsection shall be defined as son, daughter, mother, father, sister, brother, in-laws, grandparent, or grandchild);

5. Religious holidays.

6. Up to two (2) days for which no specific reason is required to be given.

7. Graduation of an immediate family member (immediate family for the purpose of this subsection shall be defined as spouse, parent, brother, sister, in-laws, child, grandparent, or grandchild).

B. When an employee notifies the building administration of his or her intent to use a personal day, he/she will indicate for which of the seven (7) reasons, in Paragraph A above, the day is being taken.

C. Except in cases of emergency, notice shall be given to the building principal at least forty-eight (48) hours in advance.

D. All personal days, including funeral leave as set forth in section A.1. above, shall not exceed four (4) days per year.

E. In order to help ensure continuity for students, personal leave shall normally not be granted on the last day before a school holiday or vacation period or on the first day of school after a holiday or vacation period. Exceptions to this rule shall be made for emergencies that arise over which the employee has no control and may be made for extenuating circumstances as determined by the Superintendent.

Bereavement Leave:

In addition to personal leave, each employee shall be entitled to absence with full salary not to exceed four (4) days for the death of any member of the immediate family. Immediate family for the purpose of this subsection shall be defined as spouse, child, parents, parents of current spouse, grandparents, grandchildren, brothers, sisters, and any relation who resides in the employee's household.

Jury Duty:

An employee shall be entitled to full pay at current base rate for absence due to jury duty provided that reimbursement for same and regular pay together does not exceed the employee's regular wage. The employee shall give adequate notice of jury call to his or her supervisor.

Holidays:

Employees are entitled to the following paid holidays provided that school is not in session. If school is held on a holiday, the Board shall provide a floating holiday in its place as is scheduled by mutual agreement between the employee and the Superintendent or his/her designee, between the date of the holiday and June 30th. During the first year of employment, to be eligible to take a floating holiday as a floating holiday, an employee must be employed by the Board prior to the holiday in question. In the event that an employee is not able to reach an agreement about the scheduling of the floating holiday with the Superintendent or his/her designee due to the administration's denial of floating holiday requests, the employee will be permitted to take the floating holiday on a date to be scheduled prior to July 31st of the succeeding contract year.

New Year's Day	Labor Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Columbus Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
	Day before or day after Christmas

The Board shall also provide employees with a paid holiday on any day declared a holiday by state or federal decree or statute and school is not thereby in session.

Vacations:

Employees shall be given vacation at their base rate on the following basis:

1. An employee who has completed one year of service shall be entitled to a vacation of ten (10) working days annually.

   *An employee who has completed six (6) months of service may receive an advance of vacation leave of up to five (5) working days, to be taken from the ten (10) working days' vacation leave benefit available during the second year of service.

2. an employee who has completed five (5) years of service shall be entitled to a vacation of fifteen (15) days annually.

3. an employee who has completed ten (10) years of service shall be entitled to a vacation of twenty (20) days annually.

4. The employee's anniversary date will be used to determine the amount of vacation time due, within the fiscal year.

Vacation requests in excess of three (3) days shall be filed thirty (30) days in advance.

Where vacation leave requests would cause operational difficulty for the district, the Superintendent, after consultation with the Union President, reserves the right to deny such vacation request. The parties acknowledge that the Superintendent's prior approval of vacation leave requests shall not be used as evidence that similar requests do not pose operational difficulty for the district. It is recognized for school-based office professionals that vacation requests for the 5 days prior to start of school, the 5 days after start of school, the 5 days prior to end of school year, and the 5 days following end of school year are discouraged and will only be approved in extraordinary circumstances, with a 30 day advance notice, by the supervisor and Superintendent of Schools. Vacation days shall not be cumulative from fiscal year to fiscal year. Exceptions may be made at the discretion of the Superintendent of Schools. Employees shall be paid for unused vacation time, on a pro-rata basis, should she/he leave the employ of the Colchester Board of Education in good standing. If an employee should die while in the employ of the Board of Education, his/her estate shall be paid any money owed for unused vacation time.

Maternity and Adoption Leave:

1. Maternity leave shall be granted by the Board of Education, and the employee may use accumulated sick leave for disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom.

2. Leave shall continue as long as the employee is disabled. The Board reserves the right to determine the period of disability through review by a physician it selects and pays for. The Board shall be notified at least thirty (30) days before the estimated time of commencement of the leave.

3. The availability of extension of leave, the accrual of seniority and other benefits and privileges, reinstatement and payment under any health or temporary disability due to pregnancy or childbirth shall be available on the same terms and conditions as they are applied to other disabilities.

4. Employees who are expecting to deliver or adopt a child or whose spouse is expecting to deliver a child may request a child rearing leave of absence without pay or benefits of up to one year. Employees shall request such leave at least sixty (60) days prior to the anticipated commencement of such leave, and such leave request shall set forth the date on which leave shall conclude. Whenever possible, employees who return from leave during the same school year shall be returned to his/her former assignment. Employees on such leave may continue to participate in the group insurance coverage at their own expense, except to the extent that employer payment of premium may be required by the FMLA. To the extent that the provisions of the Family and Medical Leave Act apply to members

of the bargaining unit and to such leave, child-rearing leave shall run concurrent with any leave entitlement under the Family and Medical Leave Act.

Leaves Without Pay:

Leaves of absence without pay shall be granted upon application of such employees in cases of extreme personal hardship such as, but not limited to, extended illness of the employee, illness of a member of the immediate family, or other reasons, upon recommendation of the Superintendent and subject to the approval of the Board.

Sick Leave Severance Pay:

Upon termination of employment in good standing, with a minimum of fifteen (15) years of continuous service with the Colchester Public Schools, twelve month employees shall receive twenty-five (25%) percent of all accumulated unused sick days based on salary at the time of severance. This benefit shall not be available to employees hired on or after July 1, 1999.

Family and Medical Leave Act:

The provisions of the federal Family and Medical Leave Act shall apply to members of the bargaining unit who are eligible in accordance with its terms; and any time of leaves by this agreement that are covered by this Act shall run concurrent with any leave entitlement under the federal Family and Medical Leave Act.

ARTICLE VI
SENIORITY

A. Employees will have system wide seniority, based upon the length of continuous service with the Colchester School System, within a bargaining unit position. The Board shall prepare a list of employees showing their seniority in length of service and deliver the same to the Union on December 1st of each year. Unless the Union files an objection concerning the list within thirty (30) days of receipt of same, the list will be presumed to be correct for all purposes of this contract. The Union's objection shall be made in writing. Upon completion of their probationary period, new employees shall be added to this list, and credited with service to the date of most recent hire. Employees would not be eligible until the date they were employed to continuously work on the basis of twenty (20) hours or more per week, as a bargaining unit employee.

B. Layoffs:

In the event a position is eliminated, the employee holding such position (the "Affected Employee") shall be laid off. Instead of accepting the layoff, the Affected Employee, within forty-eight (48) hours of notification from the Superintendent, shall have the option to assume the duties of the least senior employee, provided the Superintendent determines that the Affected Employee is qualified to assume the duties of that least senior employee, on the basis of the following factors:

1. An interview with the Affected Employee to discuss willingness to assume the duties of the least senior employee.
2. Past evaluations and employment history of the Affected Employee.
3. Whether the Affected Employee has any experience with the duties of the least senior employee.
4. Whether the Affected Employee, even with additional training, has the capabilities to perform the duties of the least senior employee.

All employees who have been laid off will be placed on a recall list for two (2) years and qualified employees based on the criteria described above must be recalled for any office professional position before any new people can be hired to fill the vacant positions. Notification of recall shall be mailed, return receipt requested, to the last address given by the employee. If the laid off employee refuses the offer or does not respond to a notification of recall issued by the Board within fifteen (15) days, then that employee relinquishes all rights to recall.

ARTICLE VII
PERSONNEL FILES

Official employee files shall be maintained in accordance with the following procedures:

A. Administrators will be encouraged to place in the file information of a positive nature indicating special competencies, achievements, performances or contributions of a civic nature. All material received from and signed by responsible sources concerning an employee's conduct, service or character may be placed in the file. No anonymous letters or materials shall be placed in an employee's personnel folder. The employee shall be notified in advance of the placement of any critical material in his/her file by being provided with a copy of such material with the notation, "cc: Personnel File." Employees have the right to respond by addenda affixed to such critical material.

B. The employee shall upon request be given the opportunity to review the contents of his or her file. Reasonable requests for review shall not be withheld. It shall be the responsibility of the central administration, when requested, to arrange a convenient appointment with each employee that will enable that employee to have ample time to fully review any and all documents in his or her file in the presence of an administrator or his or her designee.

C. The employee has the right to reply to any document with a formal letter addressed to the Superintendent of Schools. This letter will be placed in the file.

D. The employee shall be permitted to copy materials in his/her file.

ARTICLE VIII
GRIEVANCE PROCEDURE

Definitions:

A. A "grievance" shall mean a complaint by a grievant that there has been a violation, misinterpretation or misapplication of the provisions of this contract.

B. As used in this Article the term "grievant" shall mean either (1) an individual employee or (2) a group of employees having the same grievance, or (3) the Union.

C. The purpose of the grievance procedure is to secure, at the lowest possible administrative level, solutions to any problems which may arise.

D. No reprisals of any kind shall be taken by any member of the Board or Administration against any participant in the grievance procedure by reason of such participation.

E. All "days" shall mean work days when the office of the superintendent is open.

Procedures:

A grievant and a Union Representative (if the grievant so desires) shall first discuss the grievance with the grievant's immediate administrative superior.

STEP I If the matter is not satisfactorily adjusted within five (5) work days, the grievant shall submit it in writing within five (5) work days to the grievant's immediate administrative superior. Such written grievance must be filed within ten (10) work days of the date that the grievant should have been logically aware of the act or circumstances giving rise to the grievance, except that an extension shall be granted if mutually agreed-upon and reduced to writing. The administrative supervisor shall meet with the grievant and a Union representative and must render his/her decision in writing, with copies to the grievant and the Union, within five (5) work days of the meeting with the grievant.

STEP II Failing satisfactory settlement within such time limit, the grievant may within five (5) work days appeal in writing to the Superintendent, and such writing shall set forth specifically the basis of the grievance. The Superintendent or his/her designee shall meet with the grievant and a Union representative within five (5) work days of receipt by him/her of such appeal and shall give his/her decision in writing to the grievant and the Union within five (5) work days of such meeting.

STEP III Board of Education
Failing satisfactory settlement within such time limit, the grievant may within seven (7) work days after receipt of the Superintendent's decision at Step 2 appeal in writing to the Board, and such writing shall set forth specifically the basis of the grievance. The full Board, or a committee of the Board, shall meet with the grievant and a Union representative at its next regular scheduled meeting or a special meeting within thirty (30) calendar days from the date the grievance was

submitted to the Board. The full Board, or a committee of the Board, shall render its decision in writing to the grievant and the Union within seven (7) work days of such meeting.

STEP IV Arbitration

A. If the decision of the Board does not resolve the grievance to the satisfaction of Union, it may submit the grievance to the American Arbitration Association, in accordance with applicable administrative procedures, practices, and rules. Whether or not previously indicated at earlier steps, the provisions of the contract which are involved shall be identified in the submission.

B. Notice of intention to submit to arbitration under subsection A. above, must be in writing addressed to the Superintendent of Schools, and submission to arbitration must be made no later than fifteen (15) days following receipt of the Board's decision.

C. The arbitrator shall hear and decide only one grievance in each case. He/She shall be bound by and must comply with all the terms of the contract. He/She shall have no power to add to, delete from, or modify in any way any of the provisions of this contract.

D. With respect to grievances involving a violation, misinterpretation or misapplication of the provisions of this contract, the arbitrator's decision shall be final and binding.

E. Fees and expenses of the arbitrator shall be borne equally by the Board and the Union.

General Provisions:

A. A grievant may be represented at steps I - III of the grievance procedure by any person of his/her choice provided, however, that such person shall not be an official or a representative of any other employee organization. At Step IV, the Union has the choice of representative. When a grievant is not represented by the Union, the Union shall have the right to be present and to state its views at all steps of the grievance.

B. Nothing contained herein shall be construed to prevent any individual employee from informally discussing a complaint with his/her immediate superior or processing a grievance in his/her own behalf in accordance with Steps I through II of the grievance procedure.

C. Meetings held under this procedure shall generally be conducted on non-school time at a place that will afford a fair and reasonable opportunity for all persons proper to be present and to be heard. If, at the option of the Board, hearings are held during school hours, persons proper to be present shall be excused without loss of pay.

D. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

E. The parties may mutually agree to participate in mediation, on such terms and conditions as may be established in writing.

ARTICLE IX
UNION RIGHTS

A. Information to the Union:

1. The parties shall make available to each other upon request any and all information, statistics and records which are relevant or necessary for the proper enforcement and implementation of the terms of this Agreement or for negotiating a successor agreement, to the extent to which such material is available or is reasonably obtainable, except for information which is legally privileged.

B. Copies of Agreement:

The Board agrees to post a copy of the collective bargaining agreement on its website, so that each member of the bargaining unit may have access to the agreement. The Board shall provide the Union with two (2) executed copies for its own use.

C. School Visitations:

The Board shall permit the President of the Local #1303-450 of Council 4, or his/her designated representative, with the permission of the principal or, in his/her absence, the person in charge of the school, to visit the schools for any purpose relating to the terms and conditions of this Agreement. Any such visits shall be conducted in accordance with the school district's visitors' policy and procedures. If conferences with members of the bargaining unit are necessary, they shall be scheduled outside of working hours or on scheduled breaks, or by pre-arrangement and permission of the administration, so as not to interfere with the duties and responsibilities of the school employee(s). This permission shall not be unduly withheld.

D. Dues Deduction

1. The Board agrees that, upon submission of a voluntary dues checkoff card for payroll deduction of his/her Union membership dues, the proper deduction will be made each month from the employee's salary and forwarded to the Union monthly. Upon the payment thereof to the Union the Board shall be held free and harmless from any liability in handling such Union dues and may require a release from the Union.

2. The Board shall deduct the amount certified by the Union as the annual dues from the pay of each employee authorizing such deduction, in equal semi-monthly installments. All such deductions shall be remitted to the Union by the fifteenth

(15th) day of the month for which the deduction is made. Employees on leaves of absence must make suitable arrangements in advance of such leave to pay the Union dues directly to the Union.

3. Payments for new employees shall commence within thirty (30) days following the employee's submission of an authorization.

4. The Union shall hold the Board harmless against any and all claims, demands, liabilities, lawsuits, counsel fees or other costs which may arise out of, or be by reason of, actions taken against the Board as a result of administration of the provisions of this section.

ARTICLE X
CONDITIONS OF EMPLOYMENT

Prior to making any changes in the terms and conditions of employment, the Board shall negotiate such changes with the Union in accordance with law.

ARTICLE XI
FRINGE BENEFITS

A. Each employee will receive access to all applicable insurance policies and contracts. Eligible employees electing to enroll in the Board's insurance program will receive the insurance coverage as listed below. Employees must work at least thirty (30) hours per week to be eligible for insurance benefits.*

*Employees working less than thirty (30) hours per week in the 2018-2019 fiscal year who are enrolled in the Board's health and dental insurance program during the 2018-2019 contract year and remain continuously enrolled in the Board's insurance program shall continue to be eligible for such benefits. In the event that any such employee dis-enrolls from the health and dental insurance program, the employee will no longer be eligible for such benefits unless he or she works at least thirty (30) hours per week.

The Board shall provide the following coverages, subject to the conditions herein stated, to all eligible employees as described above. Eligible employees shall have the option to select medical insurance coverage as described below under section 1 or 2.

1. For employees who are enrolled in Preferred Provider Plan ("PPO Plan" during the 2015-2016 contract year, and remain continuously enrolled in the PPO plan, the Board will offer the PPO Plan as outlined in summary form in Appendix A. Effective upon execution of the 2021-2024 collective bargaining agreement, the employee shall pay twenty-four percent (24%).

   The PPO Plan is only available to those employees enrolled in the PPO plan during the 2015-2016 contract year and remain continuously enrolled in the PPO Plan. Any employee hired on or after July 1, 2016, or who enrolls in the Board's

insurance after July 1, 2016, or who switches to the HDHP after July 1, 2016 is not eligible for enrollment in the PPO Plan.

2. The High Deductible Health Care Plan (HDHP) as outlined in Appendix B.

Year	Board Premium Contribution	Employee Premium Contribution
2021-2022	82%	18%
2022-2023	81.5%	18.5%
2023-2024	81%	19%

3. The following Vision Care Rider, with family coverage is provided to the employee with the same premium share as noted in Section A1 or A2, hereinabove. Coverage is provided according to policy schedule:

   a. Visual examination, including refractions.

   b. Lens, including coverage for:

      (1) Single lenses
      (2) Bi-focal lenses
      (3) Tri-focal lenses
      (4) Contact lense(s)
      (5) Frames

4. The Board shall provide each member of the bargaining unit with family coverage the following dental coverage with the same premium share as noted in Section or A2, hereinabove:

   a. The Blue Cross/Blue Shield FLEX Plan for Dental Care as outlined in Appendix C which shall not have any deductible (first dollar coverage) for diagnostic/ preventative dental services which shall include, but not be limited to, oral examination, x-rays, simple extractions, emergency treatment, prophylaxis (cleaning), fluoride treatments, repair of dentures, fillings, and endodontics as described in the plan provided.

   b. There will be a twenty-five dollars ($25.00) per insured individual, per year front-end deductible for all other basic benefits covered by the FLEX Dental Plan.

   c. Payments are to be based on reasonable and customary charges.

   d. Dental coverage shall also include all Rider A benefits (inlays [not part of bridge], crowns [not part of bridge], space maintainers, oral surgery and apicoectomy) payable to eighty (80%) percent of reasonable and customary charges.

   e. Dental coverage shall also include all Rider D benefits (orthodontist) payable at the rate of sixty (60%) percent of covered expenses until the

insurance carrier has paid six hundred dollars ($600.00) per insured individual under the age of 20; the six hundred dollars ($600.00) is a lifetime maximum.

f. Insured/spouse and unmarried dependent child 19-24. For employees hired after July 1, 2004, dependents over nineteen must also be full-time students.

g. Coverage will be limited to a maximum benefit of $2,000 per person per calendar year for Diagnostic & Preventive and Basic services as outlined in Appendix C.

B. All members of the bargaining unit who retire after twenty (20) years' service in Colchester shall be allowed to buy any of the coverages offered to active employees at the Group Rate under the Group Policies of the Board at their own expense. Provisions of this coverage are to be determined by the terms and conditions of the individual insurance companies and/or third party administrators.

C. The Board may substitute insurance carriers or administrators as it sees fit so long as the new carrier or administrator provides reasonably comparable coverage and administration. The Board may also adjust plan designs, and provided the substitute plans provide reasonably comparable coverage. The Board shall provide written notice of the change in carrier, plan and/or administrator to the Union. Following receipt of such written notice, the Union shall have thirty (30) calendar days to dispute the Board's determination that a change in carrier, plan or administrator does not provide reasonably comparable coverage. Disputes as to reasonable comparability are to be resolved forthwith by expedited final and binding arbitration before a mutually agreeable arbitrator experienced in matters of insurance coverage.

D. All bargaining unit members shall receive Fifty Thousand ($50,000) Dollars in life insurance.

E. The provisions of this Article concerning plan design shall be subject to renegotiations in accordance with statute, should health insurance benefits change for a majority of Board employees through negotiations.

F. The Board shall implement and maintain a Section 125 Salary Reduction Agreement that will be designed to permit exclusion from taxable income of the employee's share of health and life insurance premiums. The Board makes no representation or guarantees as to the initial or continued viability of such a salary reduction agreement, and shall incur no obligation to engage in any form of impact bargaining in the event that a change in law reduces or eliminates the tax-exempt status of employee insurance premium contributions. So long as the Board makes a good faith effort to comply with this paragraph, neither the Union or any employee covered by this Agreement shall make any claim or demand, nor maintain any action against the Board or any of its members or agents for taxes, penalties, interest or other cost or loss arising from a flaw or defect in the salary reduction agreement, or from a change in law that may reduce or eliminate the employee tax benefits to be derived therefrom.

G. The Board shall provide a long-term disability plan for each employee beginning after a ninety (90) day disability period. In accordance with such terms and conditions as may be established by the carrier, this benefit shall provide an income to the eligible disabled employee of 60% base salary up to a maximum benefit of $4,000 per month.

ARTICLE XII
SAVINGS CLAUSE

1. If any provision of this Agreement is, or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substituted action shall be subject to appropriate consultation and negotiation with the Union.

2. In the event that any provision of this Agreement is, or shall at any time be contrary to law, all provisions of this Agreement shall continue in effect.

ARTICLE XIII
MISCELLANEOUS

A. Any employee required by the Board to use his/her personal automobile in the discharge of his/her job duties, shall be reimbursed for his/her mileage at the I.R.S. approved rate.

B. The Union shall not instigate, support or condone any strike, slowdown or interference with the orderly operation of the school system. The Employer agrees that there will be no lockout of any of its employees during the life of the Agreement and/or during any extensions or renewals of this Agreement.

C. In addition, the Board shall reimburse any member of the bargaining unit for the cost (tuition, materials) of specialized training as the Board may require.

ARTICLE XIV
DURATION

A. This Agreement shall be effective upon execution by both parties, with salaries retroactive to July 1, 2021 and shall remain in effect through June 30, 2024.

B. This Agreement shall constitute the full and complete agreement between the parties, and neither party shall be obligated during its term to negotiate on any item, except by mutual written consent, whether it is covered by this Agreement or not.

ARTICLE XV
RETIREMENT PLAN

A. The Board shall establish a retirement plan either similar to or part of the Town of Colchester plan. The Plan is a Section 457 plan, as set out below. The key provisions of the plan are set out below for informational purposes. The Plan shall be as set out in the Plan documents, which shall be controlling, and which are available to unit members upon request.

B. For employees who have completed their probationary period, the Board will contribute 4% of base (not including overtime or longevity) pay. Employees may contribute into the Retirement Plan in accordance with limits established under federal law. The employee can withdraw from the account in accordance with federal law. The Board contribution shall be made to the employee's Section 457 Account through payroll deduction in accordance with law.

C. Upon request of a unit member, the Board shall deduct from the member's salary any amount designated for a pension or retirement plan. The Board shall forward such monies to the designated pension or retirement plan. It is understood that such deduction be in equal amounts for each pay period and extend over at least three months before the member may make a change.

ARTICLE XVI
LONGEVITY

Members of the bargaining unit shall receive longevity stipends as follows:

10 - 15 years of continuous service - $250
15 - 20 years of continuous service - $350
20 plus years of continuous service - $450
25 plus years of continuous service - $600

This benefit will be paid to unit members in the payroll following their anniversary date. This benefit shall be limited to employees hired prior to October 1, 1999.

ARTICLE XVII
SALARY SCHEDULES

OFFICE PROFESSIONALS

GWI:	2.25%	2.25%	2.25%
	2021-22	2022-23	2023-24
Job Rate	$23.75	$24.28	$24.83

The probationary rate for new employees (first seventy-five working days) shall be set at ninety percent (90%) of the job rate.

Wages shall be paid by electronic deposit to a qualified financial institution of employees' choice and be computed by using the actual number of hours worked or contractual leave paid for each biweekly pay period. Payment shall be made on the regular pay day after said hours of work have been completed.

SIGNATURE PAGE

COLCHESTER BOARD OF EDUCATION

Date September 1, 2021 By: Mary Toucan

COLCHESTER FEDERATION OF EDUCATIONAL PERSONNEL
LOCAL #1303-450 of Council 4, AFSCME, AFL-CIO

Date 9/9/2021 By: [signature]

AFSCME Council 4

Date 9/9/2021 By: [signature]

APPENDIX A
INSURANCE PROGRAMS

The PPO Plan is only available to those employees enrolled in the PPO plan during the 2015-2016 contract year and remain continuously enrolled in the PPO Plan. Any employee hired on or after July 1, 2016, or who enrolls in the Board's insurance after July 1, 2016, or who switches to the HDHP after July 1, 2016 is not eligible for enrollment in the PPO Plan.

The PPO Plan is eliminated effective July 1, 2022.

SCHEDULE OF BENEFITS
CENTURY PREFERRED

This schedule generally describes the benefits available for Covered Services. For a more detailed explanation of benefits provided, you should refer to the appropriate section of the Summary Booklet, available at the Superintendent's Office. This Schedule of Benefits is subject to all the terms, conditions, and limitations set forth in the Summary Booklet.

Benefit	In Network	Out of Network
Deductible & Co-Insurance	N/A	Deductible: $1,500/$3,000/$4,500 Co-Insurance: 80% Out of pocket max: $6,000/12,000/18,000
Inpatient Hospital Services	$300 per admission	Covered at 80% Deductible & Coins.
Outpatient Hospital Services	$100 co-pay	Covered at 80% Deductible & Coins.
Inpatient Mental and Substance Abuse	$300 per admission	Covered at 80% Deductible & Coins.
Substance Abuse Inpatient	$300 per admission	Covered at 80% Deductible & Coins.
Emergency Care Emergency Room Visits	$175 co-pay	$175 co-pay
Walk in Care (Walk in Center or Physician's Office)	$30 co-pay	Covered at 80% Deductible & Coins.
Ambulance Unlimited per trip for Land $4,000 per trip for Air	No co-pay	Paid as In-Network Service

Physician Services Medical Care	$30 co-pay	Covered at 80% Deductible & Coins.
Specialist Services Medical Care	$40 co-pay	Covered at 80% Deductible & Coins.
Preventive Care Pediatric: (Well Child Care) (According to Age Base Schedule) Adult Physical Examinations: (According to Age Base Schedule) Gynecological: (1 per year) Mammography: Vision Exam: (1 vision exam and refraction every 2 cal. Years) Hearing Exam: (1 Hearing Exam ever 2 cal. Years)	$0 co-pay	All Out of Network is Covered at 80% Deductible & Coins.
Outpatient Therapy Coverages Speech Therapy, OT, PT and Chiropractic Services	$40 co-pay to max. 50 combined visits per medical condition per Cal Yr for In-network Services. Excess paid as out of network benefit.	Covered at 80% Deductible & Coinsurance with max. of 50 combined visits per year
High-Cost Diagnostic Services prior authorization required	$100 co-pay	Covered at 80% Deductible & Coinsurance
Electroshock	$40 co-pay	Covered at 80% Deductible & Coins.
Prescription Drug Benefits	$10 generic, $25 preferred brand, $40 non- preferred brand; Unlimited max. 2 x retail for mail order	Covered at 80% Deductible & Coins.
Outpatient Mental Health & Substance Abuse	$40 co-pay	Covered at 80% Deductible & Coins.
Home Health Aides	80 visits; case management	Covered at 80% above deductible to stop loss; 80 visits

Nursing & Therapeutic Services	200 visits (80 visits of which can be a Home Health Aide)	Covered at 50% above deductible to stop loss; up to 200 visits per year
Skilled Nursing Facility (Up to 120 days per Calendar Year)	$300 per admission	Covered at 80% Deductible & Coins.
Maternity Care Prenatal and Postnatal	$40 co-pay first visit only	Covered at 80% Deductible & Coins.
Durable Medical Equipment Hearing Aid Coverage available for dependent children age 12 yrs and under with a max of $1,000 within a 2 yr period.	Covered in full	Covered at 80% Deductible & Coins.
Hospice Care (inpatient) 60 days	$300 per admission	Covered at 80% Deductible & Coins.
Penalty for failure to pre-certify Elective Hospital Admission, Partial Hospitalization or Day/Night Visit Programs or Certify a Medical Emergency within 2 business days	$250 Hospital & 25% Physician of (MAA) Max. Allowable Amount	$250 Hospital & 25% Physician of (MAA)
Eligibility	Insured/spouse and unmarried dependents to age 26.	Same

This insurance matrix appendix contains a summary and description of the PPO Plan. It is agreed and understood by the parties that the insurance description contained in this matrix are descriptive only and is not the insurance policy. All questions or issues concerning insurance coverage and related matters shall be determined by reference to the actual insurance policy documents issued or possessed by the insurers and/or plan administrators.

APPENDIX B

HIGH DEDUCTIBLE HEALTH CARE PLAN:

(Following are some of the co-pay, deductible, and coverage features of the HDHP Plan for the 2021-2022 and 2022-2023 contract years)

The HDHP Plan is the only plan available to employees hired on or after July 1, 2016.

Effective July 1, 2022, the HDHP Plan will be the only plan available to employees.

BENEFIT COST SHARES	In-Network services and Out-of-Network services and Out-of-Network services subject to deductible and coinsurance. No Referrals Required Deductible: $2,000 Individual, $4,000 Two or More In Network Coinsurance 100% Lifetime Maximum In-Network – Unlimited Out-of-Network Benefits Coinsurance 80% / 20% Out-of-pocket Maximum $4,000 Individual; $6,850 (in network) $8,000 (Out of network) Two or More Lifetime Maximum Out-of-Network – Unlimited Only In-Network Benefits Illustrated Below
PREVENTIVE CARE	Annual
Pediatric	Covered 100% - Not Subject to Deductible
Adult	Covered 100% - Not subject to Deductible
Vision Exam	Covered 100% - Not Subject to Deductible
Hearing	Covered 100% - Not Subject to Deductible
Routine Gynecological	Covered 100% - Not Subject to Deductible
MEDICAL SERVICES	
Medical Office Visit	100% after deductible
Outpatient - PT/OT	100% after deductible
Chiropractic	50 visits per calendar year Add'l coverage after 50 visits subject to OON deductible/coinsurance
Allergy Services	100% after deductible

Diagnostic Lab & X-ray	100% after deductible
Surgery Fees	100% after deductible
Office Surgery	100% after deductible
Outpatient MH/SA	100% after deductible
EMERGENCY SERVICES	
Emergency Room	100% after deductible
Urgent Care Facility	100% after deductible
Ambulance	100% after deductible
INPATIENT HOSPITAL	Note: All hospital admissions require pre-cert
General/Medical & Surgical	100% after deductible
Ancillary Services (Medication, Supplies)	100% after deductible
Psychiatric	100% after deductible
Substance Abuse/Detox	Covered 100%
Rehabilitative	100% after deductible Covered up to 100 days per calendar year. Add'l coverage after 100 days subject to OON deductible/coinsurance
Skilled Nursing Facility	100% after deductible 120 days per calendar year
Hospice	100% after deductible
OUTPATIENT HOSPITAL	
Outpatient Surgery Facility Charges	100% after deductible
Diagnostic Lab & X-ray	100% after deductible
Pre-Admission Testing	100% after deductible
OTHER SERVICES	
Durable Medical Equipment	100% after deductible
Prosthetics	100% after deductible

Home Health Care	100% after deductible 200 visits per calendar year.
Infertility Services	100% after deductible
Prescription Drugs	After deductible is met: 2 x retail for mail order / $10 generic, $25 preferred brand, $40 non- preferred brand; Unlimited max.

The Board will contribute fifty percent (50%) of the applicable HDHP deductible amount. The Board's contribution toward the HDHP deductible will be deposited into the HSA accounts with the payroll dates of the contract year. The parties acknowledge that the Board's fifty percent (50%) contribution toward the funding of the HDHP plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Board shall have no obligation to fund any portion of the HDHP deductible for individuals upon their separation from employment.

This insurance matrix appendix contains a summary and description of the Plan. It is agreed and understood by the parties that the insurance description contained in this matrix are descriptive only and is not the insurance policy. All questions or issues concerning insurance coverage and related matters shall be determined by reference to the actual insurance policy documents issued or possessed by the insurers and/or plan administrators.

*Except as otherwise stated below, the Board will make its contribution to an employee's HSA in four (4) equal installments, on the following schedule:

- 25% of Board's contribution on 1st regular payroll date after September 15th
- 25% of Board's contribution on 1st regular payroll date after December 15th
- 25% of Board's contribution on 1st regular payroll date after March 15th
- 25% of Board's contribution on 1st regular payroll date after June 15th

*In 2022-2023, for employees enrolled in the PPO in the 2021-2022 contract year and moving to the HDHP effective July 1, 2022, who are eligible for an HAS contribution, the Board will contribute its fifty percent (50%) of the applicable deductible amount as follows:

- 50% of Board's contribution on 1st regular payroll date after 7/15/22
- 50% of Board's contribution on 1st regular payroll date after 9/15/2022

For HDHP plan participants who may not be eligible (Medicare enrolled or receiving benefits from TriCare or VA) for a HSA contribution as a matter of federal law, the Board shall reduce the employee's premium contribution in a manner equivalent to the monetary value of the Board contribution to the applicable deductible amount for the employee's coverage level.

Board contributions to an employee's HSA shall be pro-rated for a partial year of employment. In the event that an employee gives written notice of his/her intent to leave the district, any further Board contributions to an employee's HSA shall reflect the pro-rated amount of the employee's deductible funding through his/her last day of employment with the district.

HIGH DEDUCTIBLE HEALTH CARE PLAN:

(Following are some of the co-pay, deductible, and coverage features of the HDHP Plan for the 2023-2024 contract year)

Effective July 1, 2022, the HDHP Plan will be the only plan available to employees.

BENEFIT	
COST SHARES	
	In-Network services and Out-of-Network services subject to deductible and coinsurance.
	No Referrals Required
	Deductible: $2,250 Individual, $4,500 Two or More (Shared In-Network and Out-of-Network)
	In Network Coinsurance 100%
	Lifetime Maximum In-Network - Unlimited
	Out-of-Network Benefits
	Coinsurance 80% / 20%
	In-Network Out-of-Pocket Maximum: $4,500 Individual, $8,150 Two or More (Shared with Out-of-Network)
	Out-of-Network Out-of-Pocket Maximum: $4,500 Individual, $9,000 Two or More (Shared with In-Network)
	Lifetime Maximum Out-of-Network - Unlimited
	Only In-Network Benefits Illustrated Below
PREVENTIVE CARE	Annual
Pediatric	Covered 100% - Not Subject to Deductible
Adult	Covered 100% - Not subject to Deductible
Vision Exam	Covered 100% - Not Subject to Deductible
Hearing	Covered 100% - Not Subject to Deductible
Routine Gynecological	Covered 100% - Not Subject to Deductible
MEDICAL SERVICES	
Medical Office Visit	100% after deductible
Outpatient - PT/OT	100% after deductible
Chiropractic	50 visits per calendar year
	Add'l coverage after 50 visits subject to OON deductible/coinsurance

Allergy Services	100% after deductible
Diagnostic Lab & X-ray	100% after deductible
Surgery Fees	100% after deductible
Office Surgery	100% after deductible
Outpatient MH/SA	100% after deductible
EMERGENCY SERVICES	
Emergency Room	100% after deductible
Urgent Care Facility	100% after deductible
Ambulance	100% after deductible
INPATIENT HOSPITAL	Note: All hospital admissions require pre-cert
General/Medical & Surgical	100% after deductible
Ancillary Services (Medication, Supplies)	100% after deductible
Psychiatric	100% after deductible
Substance Abuse/Detox	100% after deductible
Rehabilitative	100% after deductible Covered up to 100 days per calendar year. Add'l coverage after 100 days subject to OON deductible/coinsurance
Skilled Nursing Facility	100% after deductible 120 days per calendar year
Hospice	100% after deductible
OUTPATIENT HOSPITAL	
Outpatient Surgery Facility Charges	100% after deductible
Diagnostic Lab & X-ray	100% after deductible
Pre-Admission Testing	100% after deductible

OTHER SERVICES	
Durable Medical Equipment	100% after deductible
Prosthetics	100% after deductible
Home Health Care	100% after deductible 200 visits per calendar year.
Infertility Services	100% after deductible
Prescription Drugs	After deductible is met: 2 x retail for mail order / $10 generic, $25 preferred brand, $40 non- preferred brand; Unlimited max.

The Board will contribute a percentage of the applicable HDHP deductible amount into an employee's HSA account, as set forth below.

For plan participants who may not be eligible (Medicare enrolled or receiving benefits from TriCare or VA) for a HSA contribution as a matter of federal law and who is enrolled in the HDHP Plan, the Board shall reduce the employee's premium contribution in a manner equivalent to the monetary value of the Board contribution to the applicable deductible amount for the employee's coverage level.

The parties acknowledge that the Board's contribution toward the funding of deductible for the HDHP plan by contribution to an employee's HSA is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Board shall have no obligation to fund any portion of the HDHP deductible for individuals upon their separation from employment. Board contributions to an employee's HSA shall be pro-rated for a partial year of employment. In the event that an employee gives written notice of his/her intent to leave the district, any further Board contributions to an employee's HSA shall reflect the pro-rated amount of the employee's deductible funding through his/her last day of employment with the district.

The Board will contribute to the annual deductible for employees' HDHP in the amounts set forth below:

50% for the individual plan
50% for the 2-person or family plan

The Board will make its contribution to an employee's HSA in four (4) equal installments, on the following schedule:

- 25% of Board's contribution on 1st regular payroll date after September 15th
- 25% of Board's contribution on 1st regular payroll date after December 15th
- 25% of Board's contribution on 1st regular payroll date after March 15th
- 25% of Board's contribution on 1st regular payroll date after June 15th

This insurance matrix appendix contains a summary and description of the HDHP Plan. It is agreed and understood by the parties that the insurance description contained in this matrix are descriptive

only and is not the insurance policy. All questions or issues concerning insurance coverage and related matters shall be determined by reference to the actual insurance policy documents issued or possessed by the insurers and/or plan administrators.

APPENDIX C
DENTAL INSURANCE

Benefit	
Individual Deductible: Family Deductible: Lifetime maximum:	$25 (applies to Basic Services and Major Services only) $75 (applies to Basic Services and Major Services only) $600 per member per lifetime for Category 3 All other categories are subject to a maximum of $2,000 per person per calendar year. Insured/spouse and unmarried dependents to age 25. For employees hired after July 1, 2004, dependents over 19 must also be full-time students
Diagnostic and Preventive Services Initial and periodic oral exams and gs Topical application of fluoride Space maintainers X-rays Emergency Treatment Prophylaxis Space Maintainers	Payable at 100% of usual, customary and reasonable charges at participating dentists.
Basic Services Fillings Root Canals Stainless steel crowns Extractions Oral Surgery Repair and relining of dentures Apicoectomy Inlays 1/tooth/5 years Onlays 1/tooth/5 years Crowns 1/tooth/5 years	Payable at 80% of usual, customary and reasonable charges at participating dentists.
Major Services Orthodontics	Payable at 60% of usual, customary and reasonable charges at participating dentists (to age 19) - $600 lifetime maximum

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter "MOU") is made by and between the Colchester Board of Education (hereinafter the "BOARD") and LOCAL #1303-450 of COUNCIL 4, AFSCME, AFL-CIO (OFFICE PROFESSIONALS) (hereinafter the "UNION"), both of which are sometimes hereinafter referred to as "the parties".

WHEREAS, the BOARD and the UNION are parties to a collective bargaining agreement covering the period July 1, 2019 to June 30, 2021 (the "Agreement").

WHEREAS, the BOARD and the UNION have completed the process of negotiating for a successor agreement to the Agreement (the "Successor Agreement").

WHEREAS, as part of the tentative agreement for the Successor Agreement, the parties have agreed to execute this MOU pertaining to moving from a system of annualized pay to a system of pay for actual hours worked or credits as paid leave.

NOW THEREFORE, the parties agree as follows:

1. For bargaining unit members separating from employment during the 2021-2022 contract year, the BOARD shall use July 1, 2021 as the date from which to calculate any adjustment in wage payments owed at the time of separation by the separating employee to the BOARD and/or by the BOARD to the separating employee.

2. The terms of this MOU are recognized as a joint agreement by the BOARD and the UNION, and the terms thereof shall not be subject to any grievance, administrative, judicial, or other challenge except where necessary to enforce the specific terms of the Agreement.

The signatures below indicate that this MOU has been fully approved by the parties and they have the capacity to act on behalf of their representative entities.

Agreed to and approved by the undersigned, this 21 day of September, 2021.

FOR THE BOARD

Mary Tomasi

FOR THE UNION

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter "MOU") is made by and between the Colchester Board of Education (hereinafter the "BOARD"), THE COLCHESTER FEDERATION OF EDUCATIONAL PERSONNEL, LOCAL #1303-450 OF COUNCIL 4, AFSCME, AFL-CIO (OFFICE PROFESSIONALS) (hereinafter the "FEDERATION", both of which are sometimes hereinafter referred to as "the parties").

WHEREAS, the BOARD and the FEDERATION are parties to a collective bargaining agreement effective through June 30, 2024 (the "Agreement"); and

WHEREAS, the BOARD has created a new position within the office professionals' unit, the Executive Assistant to the Assistant Superintendent (the "Executive Assistant"); and

WHEREAS, the BOARD and the FEDERATION wish to memorialize the terms and conditions of employment for the Executive Assistant, through June 30, 2024; and

NOW THEREFORE, the parties enter into this MOU in order to describe the terms and conditions of employment for the Executive Assistant through June 30, 2024.

1. The hourly rate for the Executive Assistant shall be as follows:

2022-2023	**2023-2024**
$26.67	$27.27

2. The Executive Assistant shall be eligible for ten (10) days of vacation annually upon hire.

3. The Executive Assistant may be required to work beyond regular working hours if directed to do so by the Assistant Superintendent.

4. All other provisions of the Agreement shall apply to the Executive Assistant without modification.

5. The terms of this MOU are recognized as a joint agreement by the BOARD and the FEDERATION, and the terms thereof shall not be subject to any grievance, administrative, judicial, or other challenge except where necessary to enforce the specific terms of the Agreement.

6. The signatures below indicate that this MOU has been fully approved by the parties and they have the capacity to act on behalf of their representative entities.

Agreed to and approved by the undersigned, this 9 day of January, 2023.

FOR THE BOARD

Dan. P. Sullivan, III, Superintendent

FOR THE FEDERATION

Danielle Bossie, President

SIDE LETTER

This SIDE LETTER is made by and between the Colchester Board of Education (hereinafter the "BOARD"), and the Colchester Federation of Educational Personnel, Local 1303-450 of Council 4, AFSCME, AFL -CIO (hereinafter the "UNION"), both of which are sometimes hereinafter referred to as "the parties".

WHEREAS, the BOARD and the UNION are parties to a collective bargaining agreement covering the period July 1, 2021 to June 30, 2024 (the "Agreement").

WHEREAS, the parties have mutually identified a desire to eliminate the requirement that an employee complete one year of service before being entitled to vacation days.

WHEREAS, in order to effectuate this change in benefits, the parties have agreed to revise the Agreement as set forth below.

Paragraph 1. Effective upon execution of this SIDE LETTER, the parties agree to revise the Agreement as set forth in Attachment A attached hereto and incorporated by reference herein.

Paragraph 2. The terms of this SIDE LETTER are recognized as a joint agreement by the BOARD and the UNION, and the terms thereof shall not be subject to any grievance, administrative, judicial, or other challenge except where necessary to enforce the specific terms of the SIDE LETTER.

Paragraph 3. The validity, effect and operation of this SIDE LETTER shall be determined by the laws of the State of Connecticut.

Paragraph 4. The BOARD and the UNION affirmatively state that they have a full understanding of the contents of the SIDE LETTER and the effects thereof; and that they have executed the same voluntarily and of their own free will, without any coercion.

Paragraph 5. The signatures below indicate that this SIDE LETTER has been fully approved by the parties and they have the capacity to act on behalf of their representative entities.

Paragraph 6. The parties acknowledge that the revised terms set forth at Attachment A to this SIDE LETTER shall be considered as current contract language for the purposes of the parties' negotiations for a successor agreement to the collective bargaining agreement between the parties effective July 1, 2021 through June 30, 2024.

The signatures below indicate that this SIDE LETTER has been fully approved by the parties and they have the capacity to act on behalf of their representative entities.

Agreed to and approved by the undersigned, this 11 day of January, 2023.

FOR THE BOARD

FOR THE UNION

ATTACHMENT A

The parties agree to make the following revisions and additions to the listed articles of the collective bargaining agreement between the parties effective July 1, 2021 through June 30, 2024.

ARTICLE V

LEAVES OF ABSENCE

Vacations:

Employees shall be given vacation at their base rate on the following basis:

1. An employee ~~who has completed one year of service~~ shall be entitled to a vacation of ten (10) working days annually.

   ~~* An employee who has completed six (6) months of service may receive an advance of vacation leave of up to five (5) working days, to be taken from the ten (10) working days' vacation leave benefit available during the second year of service.~~

2. an employee who has completed five (5) years of service shall be entitled to a vacation of fifteen (15) days annually.

3. an employee who has completed ten (10) years of service shall be entitled to a vacation of twenty (20) days annually.

4. The employee's anniversary date will be used to determine the amount of vacation time due, within the fiscal year.

Vacation requests in excess of three (3) days shall be filed thirty (30) days in advance.

Where vacation leave requests would cause operational difficulty for the district, the Superintendent, after consultation with the Union President, reserves the right to deny such vacation request. The parties acknowledge that the Superintendent's prior approval of vacation leave requests shall not be used as evidence that similar requests do not pose operational difficulty for the district. It is recognized for school-based office professionals that vacation requests for the 5 days prior to start of school, the 5 days after start of school, the 5 days prior to end of school year, and the 5 days following end of school year are discouraged and will only be approved in extraordinary circumstances, with a 30 day advance notice, by the supervisor and Superintendent of Schools. Vacation days shall not be cumulative from fiscal year to fiscal year. Exceptions may be made at the discretion of the Superintendent of Schools. Employees shall be paid for unused vacation time, on a pro-rata basis, should she/he leave the employ of the Colchester Board of Education in good standing. If an employee should die while in the employ of the Board of Education, his/her estate shall be paid any money owed for unused vacation time.